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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re LEHMAN BROTHERS HOLDINGS,	:	Case No. 08-13555 (JMP)
INC., <i>et al.</i>	:	(Jointly Administered)
	:	
Debtors.	:	
-----X	:	
In re LEHMAN BROTHERS, INC.	:	Case No. 08-01420 (JMP)
	:	SIPA
Debtor.	:	
-----X	:	

**OBJECTION OF SYMANTEC CORP. TO DEBTORS PROPOSED ASSUMPTION AND  
ASSIGNMENT OF, AND AMOUNTS NECESSARY TO CURE DEFAULTS UNDER,  
CONTRACTS TO BE ASSUMED AND ASSIGNED TO PURCHASER**

Symantec Corporation (“Symantec”), by and through its undersigned counsel, hereby submits this objection (the “Objection”) in connection with the proposed assumption and assignment by Lehman Brothers Holdings Inc. and its affiliated debtors of, and amounts necessary to cure defaults under, certain contracts to Barclays Capital, Inc. In support of this Objection, Symantec respectfully represents as follows:

## **BACKGROUND**

1. Commencing on September 15, 2008, and continuing thereafter, Lehman Brothers Holdings, Inc. (“LBHI”) and certain of its subsidiaries (collectively, the “Chapter 11 Debtors”) commenced with this Court voluntary cases for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Chapter 11 Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On September 19, 2008, the Securities Investor Protection Corporation commenced a proceeding in the United States District Court for the Southern District of New York (the “District Court”), seeking an order adjudicating that customers of Lehman Brothers, Inc. (“LBI” and collectively with the Chapter 11 Debtors, the “Debtors”) required the protection of the Securities Investor Protection Act of 1970 (“SIPA”). A trustee appointed under SIPA is administering LBI’s estate. The District Court subsequently transferred the SIPA proceeding to this Court, which is now presiding over both the chapter 11 proceedings and the SIPA proceedings.

3. On September 17, 2008, LBHI filed a motion (the “Sale Motion”) with the Bankruptcy Court seeking, *inter alia*, an order approving a sale of certain assets of the Debtors to Barclays Capital Inc. (“BarCap”), which assets included certain contracts designated, or to be designated, for assumption and assignment at the closing of the Sale (the “Closing Date Contracts”).

4. On September 20, 2008, the Court issued an Order (the “Sale Order”) approving the Sale Motion. The Sale Order establishes procedures for the assumption and assignment to BarCap of the Closing Date Contracts.

5. On November 11, 2008, BarCap filed a Notice of Extended Deadline of certain counterparties, including Symantec, whose correct addresses were not available at the time of the original notice of assumption and assignment. The filing deadline for such counterparties was extended to November 24, 2008.

6. BarCap has designated as Closing Date Contracts: (a) one IT contract between LBI and Symantec, (b) seven IT contracts between unknown Lehman entities and Symantec and (c) two non-IT contracts between unknown Lehman entities and Symantec. One non-IT Symantec contract is listed with a cure amount of \$14,525.66, and all other Symantec contracts are listed with cure amounts of \$0.

7. The schedules filed by BarCap do not designate any additional information concerning the Symantec contracts to be assumed and assigned to BarCap. The information provided by BarCap is simply too vague and insufficient for Symantec to identify the Symantec contracts to be assumed or to make an informed decision as to the appropriateness of the proposed cure amounts.

8. Symantec has requested information from BarCap regarding which contracts have been designated as Closing Date Contracts. BarCap has been unable to provide any additional information. Accordingly, Symantec files this Objection to reserve its rights and allow for informed discussions with BarCap to resolve any potential issues through the procedures established by this Court.

### **RESERVATION OF RIGHTS**

9. Symantec reserves the right to demand payment of any amounts that are due and/or that may become due in the future under any agreement between Symantec, on the one hand, and the Debtors and/or BarCap, on the other hand, as either cure amounts, administrative

expenses or otherwise. Symantec further reserves the right to supplement or amend this Objection based upon additional facts learned through meeting and conferring with the Debtors and/or BarCap, or any such parties' professionals or agents.

**CONCLUSION**

**WHEREFORE**, Symantec respectfully requests that this Court sustain its objection, require the Debtors and BarCap to accurately and clearly identify to Symantec the Symantec contracts to be assumed by BarCap, and grant such other and further relief as the Court deems appropriate.

Dated: New York, New York  
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